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7 **Pro Hac Vice motion forthcoming*

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9
10 **DISTRICT COURT OF THE UNITED STATES**
11 **EASTERN DISTRICT OF WASHINGTON**

12 EZEQUIEL BALDERRAMA, JOSE NOEL
CEJA, JESUS GALLEGOS,
13 CANDELARIO HERRERA, VICTOR
LICONA, JOAQUIN MENDOZA,
GENARO MORENO, and JORGE
14 RAMIREZ,

15 Plaintiffs,

16 vs.

17 MENSONIDES DAIRY, LLC, JEAN
PIERRE FLORES, and DOES 1-10,

18 Defendants.

Case No. 20-cv-03069

COMPLAINT FOR DAMAGES

**1. VIOLATION OF TITLE VII
OF THE CIVIL RIGHTS
ACT**

**2. VIOLATION OF THE
WASHINGTON LAW
AGAINST
DISCRIMINATION**

DEMAND FOR JURY TRIAL

I. NATURE OF THE ACTION

1. This is a case of sexual harassment and retaliation endured by eight former and current dairy workers, Ezequiel Balderrama, Jose Noel Ceja, Jesus Gallegos, Candelario Herrera, Victor Licon, Joaquin Mendoza, Genaro Moreno, and Jorge Ramirez (hereinafter, “Plaintiffs”), in violation of Title VII of the Civil Rights Act and the Washington Law Against Discrimination. At various times during their employment by Defendant Mensonides Dairy, LLC (hereinafter, “Mensonides Dairy”), Plaintiffs were subjected to unwelcome and offensive sexual conduct by their supervisor, Defendant Jean Pierre Flores (hereinafter, “Flores”), a management employee of the Dairy. Though Plaintiffs complained about and protested the sexual harassment, Defendant Flores continued to sexually harass Plaintiffs. As a result of complaining of and protesting the sexual harassment, Defendants Mensonides Dairy and Flores (hereinafter, “Defendants”) subjected Plaintiffs to retaliation, including less desirable job duties and schedules, discipline, and termination of employment. As a result of Defendants’ unlawful and discriminatory employment actions, Plaintiffs have suffered monetary and psychological damages. Plaintiffs bring this action under federal and state law to be made whole by Defendants for the harm caused by these unlawful and discriminatory employment actions and to stop Defendants from continued unlawful and discriminatory practices.

1 **II. JURISDICTION AND VENUE**

2 2. This Court has original jurisdiction over this action pursuant to 28 U.S.C.
3 §§ 1331, 1337, 1343, and 42. U.S.C. § 2000e-5(f)(3). This action is authorized and
4 instituted pursuant to sections 706(f)(1) and (3) of Title VII of the Civil Rights Act
5 of 1964, as amended, 42 U.S.C. §§ 2000e-5(f)(1) and (3) (hereinafter, “Title VII”),
6 and section 102 of the Civil Rights Act of 1991, 42 U.S.C. § 1981a.

7 3. This Court has supplemental jurisdiction over Plaintiffs’ state law claims
8 pursuant to 28 U.S.C. § 1367(a) because these claims are so related to the federal
9 claims under Title VII as to form part of the same case or controversy under Article
10 III of the United States Constitution. This action is authorized and instituted
11 pursuant to the Washington Law Against Discrimination (hereinafter, “WLAD”),
12 RCW 49.60.030(2).

13 4. The Eastern District of Washington is the proper venue for this action,
14 pursuant to 28 U.S.C. § 1391(b)(2), as a substantial part of the events or omissions
15 giving rise to Plaintiffs’ claims occurred within the boundaries of the District, and
16 as all defendants are residents of the State of Washington or were at all relevant
17 times.

18 **III. EXHAUSTION OF ADMINISTRATIVE REMEDIES**

19 5. Less than 300 days after incidents of ongoing sexual harassment and
20 retaliation, Plaintiffs filed individual Charges of Discrimination against Defendants
21 with the Equal Employment Opportunity Commission (hereinafter, “EEOC”),

1 alleging violations of Title VII by Defendants (Charge Nos. 551-2019-02777C;
2 551-2019-02899C; 551-2019-02900C; 551-2019-02902C; 551-2019-02904C; 551-
3 2019-02905C; 551-2019-02903C; 551-2019-02898C).

4 6. On December 17, 2019, at the conclusion of its investigation of each Charge,
5 the EEOC issued a Determination as to the Charges filed by Plaintiffs, finding
6 reasonable cause to believe that violations of Title VII had occurred, including
7 sexual harassment and retaliation for having complained about the harassment.

8 7. On February 24, 2020, the EEOC issued a Notice of Right to Sue
9 (Conciliation Failure) to each Plaintiff, advising them that its efforts to conciliate
10 their Charges had been unsuccessful, and that Plaintiffs should file a lawsuit under
11 federal law based on their Charges in federal or state court to preserve their claims.

12 8. Plaintiffs file the present lawsuit and complaint for damages less than 90
13 days after receipt of the EEOC's Notice of Right to Sue.

14 9. All conditions precedent to the institution of this lawsuit have been fulfilled.

15 IV. PARTIES

16 10. At all relevant times, Plaintiff Ezequiel Balderrama was a resident of
17 Washington State.

18 11. At all relevant times, Plaintiff Jose Noel Ceja was a resident of Washington
19 State.

20 12. At all relevant times, Plaintiff Jesus Gallegos was a resident of Washington
21 State.

1 13. At all relevant times, Plaintiff Candelario Herrera was a resident of
2 Washington State.

3 14. At all relevant times, Plaintiff Victor Licona was a resident of Washington
4 State.

5 15. At all relevant times, Plaintiff Joaquin Mendoza was a resident of
6 Washington State.

7 16. At all relevant times, Plaintiff Genaro Moreno was a resident of Washington
8 State.

9 17. At all relevant times, Plaintiff Jorge Ramirez was a resident of Washington
10 State.

11 18. At all relevant times, Defendant Mensonides Dairy LLC has been a
12 Washington limited liability corporation continuously doing business in the State
13 of Washington and employing at least fifteen (15) employees.

14 19. Upon information and belief, Defendant Mensonides Dairy, at all relevant
15 times, was continuously an employer engaged in an industry affecting commerce
16 within the meaning of sections 701(b), (g), and (h) of Title VII, 42 U.S.C. §§
17 2000e(b), (g), and (h).

18 20. At all relevant times, Defendant Mensonides Dairy has continuously been an
19 employer within the meaning of the WLAD, RCW 49.60.040(11) and RCW
20 49.60.180.

21 21. The principal office of Defendant Mensonides Dairy is located at 305 S.

1 Fisher Road in Mabton, Yakima County, Washington 98935.

2 22. At all relevant times, Defendant Jean Pierre Flores was a resident of
3 Washington State and a management employee of Defendant Mensonides Dairy.

4 23. Defendant Jean Pierre Flores continues to be a resident of Washington State
5 and, upon information and belief, a management employee of Defendant
6 Mensonides Dairy.

7 **V. STATEMENT OF FACTS**

8 24. Defendant Mensonides Dairy operates a dairy farm located at 305 S. Fisher
9 Road in Mabton, Yakima County, Washington 98935.

10 25. Theresa and Art Mensonides are married and are co-owners of Defendant
11 Mensonides Dairy.

12 26. Kristyn Mensonides is the daughter of Theresa and Art Mensonides. At all
13 relevant times, she was a statutory supervisor and management employee of
14 Defendant Mensonides Dairy. Upon information and belief, she continues to be a
15 statutory supervisor and management employee of Defendant Mensonides Dairy.

16 27. Auke Bruinsma is married to Joreen Mensonides, another daughter of
17 Theresa and Art Mensonides, and therefore is the son-in-law of Theresa and Art
18 Mensonides. At all relevant times, Auke Bruinsma was a statutory supervisor and
19 management employee of Defendant Mensonides Dairy, primarily responsible for
20 overseeing outdoor workers. Upon information and belief, he continues to be a
21 statutory supervisor and management employee of Defendant Mensonides Dairy.

1 28. At all relevant times, Defendant Jean Pierre Flores was a statutory supervisor
2 and management employee of Defendant Mensonides Dairy. He continues to be a
3 statutory supervisor and management employee of Defendant Mensonides Dairy.

4 29. Plaintiff Balderrama is married to the sister of Plaintiff Licona, and therefore
5 these two Plaintiffs are brothers-in-law.

6 30. Plaintiffs Balderrama, Ceja, Gallegos, Herrera, Licona, Mendoza, and
7 Moreno are male Spanish-speakers who are unable to communicate or understand
8 written or spoken English with any significant proficiency.

9 31. Plaintiff Ramirez is bilingual and is able to speak, read, and write fluently in
10 both English and Spanish.

11 32. Between on or about December 10, 2017 and in or around July 2019,
12 Defendant Flores was a statutory supervisor and management employee of
13 Defendant Mensonides Dairy, working as General Manager or General Foreman,
14 and upon information and belief, his responsibilities included but were not limited
15 to:

- 16 a. Hiring workers or recommending workers for hire;
- 17 b. Firing workers or recommending workers for termination;
- 18 c. Recommending workers for demotions or termination;
- 19 d. Influencing workers' wages and ability to obtain raises;
- 20 e. Recommending workers for promotions or raises;
- 21 f. Overseeing or enforcing paperwork requirements and providing or

- 1 collecting documents that workers were to sign, often in his office;
- 2 g. Occasionally handing out paychecks (a task also performed by other
- 3 members of management);
- 4 h. Sending workers home and suspending them without pay, or relaying
- 5 such directives from other management;
- 6 i. Managing and approving workers' scheduled shifts and hours;
- 7 j. Permitting or denying workers permission to change their schedule;
- 8 k. Permitting or denying workers permission to take Paid Time Off or
- 9 unpaid time off;
- 10 l. Assigning, recommending, or influencing job assignments given to
- 11 workers;
- 12 m. Giving workers written "warnings", a formal form of discipline;
- 13 n. Giving verbal instructions and oversight of workers' tasks, including
- 14 verbal warnings;
- 15 o. Giving regular orientations to workers regarding health and safety,
- 16 production, and procedures;
- 17 p. Reporting and taking employees' reports of harassment or
- 18 inappropriate behavior by other employees;
- 19 q. Translating in-person communication with Spanish-speaking
- 20 employees (including Plaintiffs) for non-Spanish speaking
- 21 management (including Art, Theresa, and Kristyn Mensonides),

1 including but not limited to health and safety meetings, trainings,
2 disciplinary meetings, and human resources meetings;

3 r. Performing administrative duties in his office; and

4 s. Personally administering drug tests to employees, including
5 overseeing collection of urine samples.

6 33. Upon information and belief, beginning on or around late 2018 and
7 continuing through on or around July 2019, Defendant Flores had Human
8 Resources responsibilities, in addition to his role provided in paragraph 40 *supra* as
9 General Manager or General Foreman, and his responsibilities as such included but
10 were not limited to his responsibilities as General Manager or General Foreman
11 provided in paragraph 40 *supra*.

12 34. During the period when Defendant Flores had Human Resources
13 responsibilities, Defendant Flores bragged about this new role to workers,
14 including Plaintiffs, and the associated extra wages he said he was receiving for
15 working in “Human Resources.”

16 35. Since in or around August 2019, Defendant Flores has held the position of
17 milk shift leader for Defendant Mensonides Dairy, a position that has some
18 supervisory authority on a particular milking shift. Upon information and belief,
19 this demotion from General Manager and Human Resources, was a result of the
20 Charges of Discrimination that Plaintiffs submitted to the EEOC.

21 36. Upon information and belief, Defendant Flores currently lives at apartments

1 located within the Mensonides Dairy complex in Mabton, Washington, where he
2 has lived since in or around December 2017 around the time he was promoted to
3 General Manager or General Foreman.

4 37. Since at least on or about December 10, 2017, Defendant Flores fomented an
5 atmosphere of sexual harassment, targeting male workers at the dairy, including
6 Plaintiffs.

7 38. Plaintiff Balderrama worked for Defendant Mensonides Dairy from in or
8 around 2013 to in or around March 2018, and then again from in or around March
9 2019 through on or about July 30, 2019.

10 39. Between approximately March 2019 and on or about July 30, 2019,
11 Defendant Mensonides Dairy, through the conduct of Defendant Flores, subjected
12 Plaintiff Balderrama to ongoing unwelcome sexual conduct at or near Mensonides
13 Dairy in Mabton, Washington. This unwelcome conduct included but was not
14 limited to:

- 15 a. Suggestively touching/caressing Plaintiff Balderrama's back in a
16 sexually provocative manner, numerous times;
- 17 b. Suggestively massaging Plaintiff Balderrama's shoulders and neck, in
18 a sexually provocative manner, numerous times;
- 19 c. Fondling, caressing, and groping Plaintiff Balderrama's legs, upper
20 thighs, and genitalia, numerous times;
- 21 d. Rubbing Plaintiff Balderrama's back and buttocks in a sexually

1 provocative manner, numerous times;

2 e. Winking and blowing kisses at Plaintiff Balderrama in a sexually
3 provocative manner, numerous times;

4 f. Making obscene gestures and simulating oral sex, numerous times;

5 g. Making lewd and obscene comments to Plaintiff Balderrama in a
6 sexually provocative manner, numerous times;

7 h. Using terms of endearment, such as “mijo” (sweetie/hun) and “guapo”
8 (handsome), in a sexually provocative manner, numerous times;

9 i. Offering to waive or remove written discipline in exchange for
10 allowing Defendant Flores to perform oral sex on him; and

11 j. Threatening retaliation and termination for resisting the sexual
12 harassment and refusing sex.

13 40. Between in or around March 2019 and on or about July 30, 2019, Plaintiff
14 Balderrama witnessed ongoing unwelcome sexual conduct directed at other male
15 workers by Defendant Flores at or near Mensonides Dairy in Mabton, Washington.

16 This unwelcome conduct by Defendant Flores included but was not limited to:

17 a. Touching and caressing their backs, necks, shoulders, and
18 pectorals/chest, in a sexually provocative manner, numerous times;

19 b. Massaging their shoulders and neck, in a sexually provocative
20 manner, numerous times;

21 c. Fondling, caressing and groping their legs, upper thighs, and genitalia

1 in a sexually provocative manner, numerous times;

2 d. Rubbing their backs and buttocks in a sexually provocative manner,
3 numerous times;

4 e. Making obscene gestures and simulating oral sex, numerous times;
5 and

6 f. Offering to waive or remove written discipline in exchange for
7 allowing Defendant Flores to perform oral sex on them.

8 41. Based upon information and belief, between in or around March 2019 and on
9 or about July 30, 2019, Defendant Mensonides Dairy, directly and through the
10 conduct of Defendant Flores, subjected Plaintiff Balderrama to retaliation. Upon
11 information and belief, the retaliation related to the aforementioned sexual
12 harassment and to Plaintiff Balderrama's filed Charges with the EEOC and his
13 participation in the EEOC investigation. The retaliation included but was not
14 limited to:

15 a. Various incidents of unwarranted written discipline; and

16 b. Discharge on or about July 30, 2019 based on unwarranted written
17 discipline.

18 42. Plaintiff Ceja worked for Defendant Mensonides Dairy from in or around
19 March 2017 to in or around October 2019.

20 43. Between on or about December 10, 2017 and on or about June 16, 2019,
21 Defendant Mensonides Dairy, through the conduct of Defendant Flores, subjected

1 Plaintiff Ceja to ongoing unwelcome sexual conduct at or near Mensonides Dairy
2 in Mabton, Washington. This unwelcome conduct included but was not limited to:

- 3 a. Suggestively touching/caressing Plaintiff Ceja's back in a sexually
4 provocative manner, numerous times;
- 5 b. Suggestively massaging Plaintiff Ceja's shoulders and neck, in a
6 sexually provocative manner, numerous times;
- 7 c. Fondling, caressing, and groping Plaintiff Ceja's legs and upper
8 thighs, attempting to reach his genitalia, numerous times;
- 9 d. Making obscene gestures and simulating oral sex, numerous times;
- 10 e. Offering better pay if Plaintiff Ceja in exchange for what Plaintiff
11 Ceja believed to be implied submission to Defendant Flores' sexual
12 advances;
- 13 f. Making lewd and obscene comments in a sexually provocative
14 manner to Plaintiff Ceja and to Plaintiff Ceja's wife;
- 15 g. Offering to help Plaintiff Ceja obtain sex from women if Plaintiff Ceja
16 would facilitate an intimate relationship or otherwise convince certain
17 male workers, whom Defendant Flores desired, to have sex with
18 Defendant Flores;
- 19 h. Offering Plaintiff Ceja money if he would have sex with Defendant
20 Flores;
- 21 i. Threatening workers generally if they complained with Defendant

1 Flores' power to cause their employment to be terminated, telling
2 them "if someone doesn't like it, there's the door"; and

3 j. Attempting to disrupt Plaintiff Ceja's relationship with his wife by
4 falsely reporting to her that Plaintiff Ceja was cheating on her; upon
5 information and belief, this was done in retaliation for Plaintiff Ceja's
6 resistance to Defendant Flores' sexual harassment and advances.

7 k. Making obscene comments comparing the size of male worker's
8 genitalia to the size he assumed Plaintiff Ceja to have.

9 44. Between on or about December 10, 2017 and on or about June 16, 2019,
10 Plaintiff Ceja witnessed ongoing unwelcome sexual conduct by Defendant Flores
11 directed at other male workers at or near Mensonides Dairy in Mabton,
12 Washington. This unwelcome conduct by Defendant Flores included but was not
13 limited to:

14 a. Fondling, caressing, and groping workers' legs, upper thighs, and
15 genitalia, and attempting to do so, numerous times; and

16 b. Coming up behind workers and suggestively touching, caressing, and
17 grabbing them in a sexually provocative manner, numerous times.

18 45. Beginning in or around July 2019, Defendant Mensonides Dairy, subjected
19 Plaintiff Ceja to adverse work conditions. Upon information and belief, such
20 retaliation was related to the aforementioned sexual harassment, including Plaintiff
21 Ceja's having filed Charges with the EEOC and his participation in the EEOC

1 investigation. The retaliation has included but has not been limited to the
2 following incidents or patterns:

- 3 a. Denying Plaintiff Ceja requested changes in schedule, which prior had
4 been routinely approved;
- 5 b. Issuing Plaintiff Ceja unwarranted discipline; and
- 6 c. Issuing Plaintiff Ceja a final paycheck for fewer hours paid than he
7 had actually worked during that pay period.
- 8 d. Constructive discharge of Plaintiff Ceja, due to the imposition of the
9 aforementioned adverse conditions.

10 46. Plaintiff Gallegos worked for Defendant Mensonides Dairy from in or
11 around September 2016 to in or around February 2019.

12 47. Between on or about December 10, 2017 and on or about February 6, 2019,
13 Defendant Mensonides Dairy, through the conduct of Defendant Flores, subjected
14 Plaintiff Gallegos to ongoing unwelcome sexual conduct at or near Mensonides
15 Dairy in Mabton, Washington. This unwelcome conduct included but was not
16 limited to:

- 17 a. Making sexualized comments to Plaintiff Gallegos about his body,
18 including comments and compliments regarding Plaintiff Gallegos'
19 genitalia;
- 20 b. Touching Plaintiff Gallegos' back, neck, shoulders, buttocks, and
21 pectorals/chest, and then, saying it was accidental;

- c. Forcibly grabbing and fondling Plaintiff Gallegos' penis and genitalia;
- d. Fondling, caressing, and groping Plaintiff Gallegos' legs, upper thighs, and genitalia in a sexually provocative manner;
- e. Using sexually provocative and flirtatious behavior with Plaintiff Gallegos, including using unwanted and sexually charged terms of endearment and tones of voice; and
- f. Making lewd and sexually provocative comments to Plaintiff Gallegos about Plaintiff Gallegos and about other male workers, including sexual topics and innuendo during conversations at work.

48. Between on or about December 10, 2017 and on or about February 6, 2019, Plaintiff Gallegos witnessed ongoing unwelcome sexual conduct by Defendant Flores directed at other male workers at or near Mensonides Dairy in Mabton, Washington. This unwelcome conduct by Defendant Flores included but was not limited to:

- a. Touching and caressing their backs, necks, shoulders, and pectorals/chest in a sexually provocative manner, numerous times;
- b. Massaging their shoulders and necks in a sexually provocative manner, numerous times;
- c. Fondling, caressing, and groping their legs, upper thighs, and genitalia in a sexually provocative manner, numerous times;
- d. Rubbing their backs and buttocks in a sexually provocative manner,

1 numerous times;

2 e. Forcibly grabbing and fondling the penis and testicles of certain other
3 workers, while making sexually provocative comments, for example,
4 about the size of their genitalia;

5 f. Creating negative work consequences for workers who resisted
6 Defendant Flores' sexual harassment, including reduced hours, written
7 discipline, and a lack of raises; and

8 g. Making comments that Defendant Flores had and would create legal
9 problems for workers that Defendant Flores considered to be
10 ungrateful or who resisted his sexual advances.

11 49. During his employment by Defendant Mensonides Dairy, Plaintiff Gallegos
12 requested that management move him to a different work area, so that he could
13 work away from Defendant Flores and not have any further contact with Defendant
14 Flores. He was moved to any area with less, but still some, direct contact with
15 Defendant Flores. On or around February 6, 2019, Plaintiff Gallegos suffered
16 constructive discharge by Defendants, when to escape the sexual harassment by
17 Defendant Flores, he was forced to quit.

18 50. Plaintiff Herrera has worked for Defendant Mensonides Dairy since in or
19 around June 2004, and he remains a current employee.

20 51. Between on or about December 10, 2017 and on or about June 16, 2019,
21 Defendant Mensonides Dairy, through the conduct of Defendant Flores, subjected

1 Plaintiff Herrera to ongoing unwelcome sexual conduct at or near Mensonides
2 Dairy in Mabton, Washington. This unwelcome conduct included but was not
3 limited to:

- 4 a. Making threats directed at Plaintiff Herrera's privacy and reputation to
5 extort Plaintiff Herrera into an intimate relationship;
- 6 b. Making threats to reduce Plaintiff Herrera's wages if he would not
7 engage in an intimate relationship with Defendant Flores;
- 8 c. Offering to waive or remove written discipline for Plaintiff Herrera in
9 exchange for allowing Defendant Flores to perform oral sex on him;
- 10 d. Extorting and/or attempting extortion of non-consensual oral sex on
11 Plaintiff Herrera, including but not limited to falsely indicating that
12 Plaintiff Herrera had failed a drug test and offering to hide the results
13 and redo the test if Plaintiff Herrera would allow Defendant Flores to
14 perform oral sex on him;
- 15 e. Engaging in unwanted and nonconsensual sexual contact with Plaintiff
16 Herrera, including sexual assault, battery, grabbing, and fondling of
17 Plaintiff Herrera's penis and genitalia;
- 18 f. Engaging in sexual assault on Plaintiff Herrera, including by forcible
19 and/or non-consensual oral sex;
- 20 g. Engaging in sexual battery on Plaintiff Herrera, including by forcibly
21 grabbing Plaintiff Herrera's penis during a drug urine test;

- 1 h. Engaging in unwanted sexual touching on Plaintiff Herrera, including
- 2 sitting beside Plaintiff Herrera, hugging him, and putting his hand
- 3 down Plaintiff Herrera's button-down shirt to caress his
- 4 chest/pectorals and pull on his chest hair, in a sexually provocative
- 5 manner, numerous times;
- 6 i. Fondling and groping, and attempting to fondle and grope, Plaintiff
- 7 Herrera's legs, upper thighs, and genitals while seated beside him, in a
- 8 sexually provocative manner, numerous times;
- 9 j. Grabbing Plaintiff Herrera by the belt buckle in a sexually provocative
- 10 manner, numerous times;
- 11 k. Making sexually provocative and flirtatious comments to Plaintiff
- 12 Herrera, including expressions of Defendant Flores' sexual interest in
- 13 Plaintiff Herrera;
- 14 l. Coming up behind Plaintiff Herrera and hugging or placing his arms
- 15 around Plaintiff Herrera's body in a sexually provocative manner,
- 16 numerous times;
- 17 m. Suggestively massaging Plaintiff Herrera's shoulders from behind in a
- 18 sexually provocative manner, numerous times;
- 19 n. Offering Plaintiff Herrera employment benefits in exchange for sex;
- 20 o. Making lewd and sexually-charged comments about other male
- 21 workers to Plaintiff Herrera, numerous times;

- p. Making lewd and sexually-charged comments about Plaintiff Herrera's son, a youth in his late teens/early twenties, to Plaintiff Herrera;
- q. Commenting to Plaintiff Herrera that he had and would "get (workers) into problems" or get them fired if they complained about Defendant Flores' sexual harassment;
- r. Engaging in intimidation by claiming to Plaintiff Herrera Defendant Mensonides Dairy was "on his side" and would never fire him; and
- s. Commenting to Plaintiff Herrera, in 2018, that he had created and would create legal problems for workers that Defendant Flores considered "malagradecidos" or ungrateful.

52. Between on or about December 10, 2017 and on or about June 16, 2019, Plaintiff Herrera witnessed ongoing unwelcome sexual conduct directed at other male workers by Defendant Flores at or near Mensonides Dairy in Mabton, Washington. This unwelcome conduct included but was not limited to:

- a. Suggestively touching and caressing their backs, necks, shoulders, and pectorals/chest in a sexually provocative manner, numerous times;
 - b. Suggestively massaging their shoulders and neck in a sexually provocative manner, numerous times;
 - c. Making obscene gestures and simulating oral sex, numerous times;
- and

1 d. Offering to remove written discipline in exchange for sex.

2 53. Since in or around July or August 2019, Defendant Mensonides Dairy has
3 subjected Plaintiff Herrera to adverse work conditions. Upon information and
4 belief, such retaliation is related to the aforementioned sexual harassment,
5 including Plaintiff Herrera having files Charges with the EEOC and his
6 participation in the EEOC and Yakima County Sheriff investigation. The
7 retaliation has included but has not been limited to the following incidents or
8 patterns:

- 9 a. Denying Plaintiff Herrera personal days or requested changes in
10 schedule, which prior had been routinely approved;
11 b. Assignment of a less favorable schedule than before;
12 c. Issuing unwarranted written discipline;
13 d. Denying him statutorily required meal and rest periods; and
14 e. Creating new and additional administrative hurdles when Plaintiff
15 Herrera has needed time off, including requiring proof of the
16 justification for his request.

17 54. Plaintiff Licona worked for Defendant Mensonides Dairy from in or around
18 2013 through on or about August 8, 2019.

19 55. Between on or about December 10, 2017 and on or about June 16, 2019,
20 Defendant Mensonides Dairy, through the conduct of Defendant Flores, subjected
21 Plaintiff Licona to ongoing unwelcome sexual conduct at or near Mensonides

1 Dairy in Mabton, Washington. This unwelcome conduct included but was not
2 limited to:

- 3 a. Touching/caressing Plaintiff Licona's back in a sexually provocative
4 manner, numerous times;
- 5 b. Massaging Plaintiff Licona's shoulders and neck in a sexually
6 provocative manner, numerous times;
- 7 c. Non-consensual hugging Plaintiff Licona in a sexually provocative
8 manner numerous times;
- 9 d. Fondling, caressing, and groping Plaintiff Licona's pectorals/chest,
10 reaching down his shirt, and touching his chest hair in a sexually
11 provocative manner, numerous times;
- 12 e. Rubbing Plaintiff Licona's back and buttocks in a sexually
13 provocative manner, numerous times;
- 14 f. Fondling, caressing, and groping Plaintiff Licona's legs, upper thighs,
15 and genitalia in a sexually provocative manner, numerous times,
16 especially when alone and secluded from others;
- 17 g. Making unwanted offers of sex to Plaintiff Licona, including offering
18 raises and benefits if Plaintiff Licona would engage in an intimate
19 relationship with or allow Defendant Flores to perform oral sex on
20 him;
- 21 h. Offering to waive or remove written discipline for Plaintiff Licona in

exchange for allowing Defendant Flores to perform oral sex on him;

- i. Demanding sexual favors from Plaintiff Licona as repayment for employment-related favors Defendant Flores claimed he had done for Plaintiff Licona;
- j. Making obscene gestures and simulating oral sex;
- k. Calling Plaintiff Licona by sexually charged terms of endearment, such as “papi” (daddy), in a sexually provocative manner, numerous times;
- l. Making sexually provocative and flirtatious comments to Plaintiff Licona about his body, appearance, or sex appeal;
- m. Threatening retaliation, including termination, for resisting Defendant Flores’ sexual harassment, stating “the door is wide”; and
- n. Assigning Plaintiff Licona more difficult or unpleasant tasks in retaliation for turning down Defendant Flores’ sexual advances and his requests to perform oral sex on Plaintiff Licona.

56. Between on or about December 10, 2017 and on or about June 16, 2019, Plaintiff Licona witnessed ongoing unwelcome sexual conduct by Defendant Flores directed at other male workers at or near Mensonides Dairy in Mabton, Washington. This unwelcome conduct included but was not limited to:

- a. Touching and caressing their backs, necks, shoulders, and pectorals/chest in a sexually provocative manner, numerous times;

- b. Massaging their shoulders and neck in a sexually provocative manner, numerous times;
- c. Rubbing their backs and buttocks in a sexually provocative manner, numerous times;
- d. Making obscene gestures indicating that certain workers had attractive buttocks and simulating oral sex;
- e. Offering to waive or remove written discipline in exchange for allowing Defendant Flores to perform oral sex on them; and
- f. Threatening retaliation for resisting Defendant Flores' sexual harassment, stating "the door is wide".

57. Between on or about December 10, 2017 and on or about June 16, 2019, Defendants subjected Plaintiff Licona to retaliation at or near Mensonides Dairy in Mabton, Washington. Upon information and belief, such retaliation was related to Plaintiff Licona's resistance to Defendant Flores' harassment and Plaintiff Licona's refusal to allow Defendant Flores to perform oral sex on him or otherwise engage in an intimate a relationship with Defendant Flores, and later, for Plaintiff Licona's participation in filing Charges with the EEOC and participating in that EEOC investigation. The retaliation included but was not limited to:

- a. Issuing unwarranted written discipline;
- b. Imposing new and additional administrative requirements after numerous years of employment;

- c. Denying requests to use accrued Paid Time Off;
- d. Suspending Plaintiff Licona without pay;
- e. Terminating Plaintiff Licona's employment based on unwarranted written discipline/warnings; and
- f. Terminating Plaintiff Licona's employment without compensation for accrued but unused Paid Time Off.

58. Plaintiff Mendoza worked for Defendant Mensonides Dairy from in or around May 2016 through in or around April 2019, when Defendant Flores informed him he had been fired.

59. Between on or about December 10, 2017 and on or about April of 2019, Defendant Mensonides Dairy, through the conduct of Defendant Flores, subjected Plaintiff Mendoza to ongoing unwelcome sexual conduct at or near Mensonides Dairy in Mabton, Washington. This unwelcome conduct included but was not limited to:

- a. Winking and blowing kisses at Plaintiff Mendoza in a sexually provocative manner, numerous times;
- b. Using sexually charged terms of endearment to refer to Plaintiff Mendoza, such as "papacito" (daddy), "guapo" (handsome), and "papi" (daddy), in a sexually provocative manner, numerous times;
- c. While supervising individual urine-based drug testing, suggestively and insistently requesting to see Plaintiff Mendoza's penis;

- 1 d. Spying on Plaintiff Mendoza, or trying to see Plaintiff Mendoza's
- 2 penis, as Plaintiff Mendoza urinated;
- 3 e. Reaching into Plaintiff Mendoza's overalls to grab Plaintiff Mendoza
- 4 by the testicles, at times in front of other workers, but especially when
- 5 alone and secluded from others;
- 6 f. Grabbing Plaintiff Mendoza's crotch in a sexually provocative
- 7 manner;
- 8 g. Fondling, caressing, and groping Plaintiff Mendoza's legs, upper
- 9 thighs, and genitalia in a sexually provocative manner, numerous
- 10 times;
- 11 h. Making obscene gestures, using his lips and tongue in a sexually
- 12 provocative manner, and simulating oral sex, numerous times;
- 13 i. Making unwanted sexually charged comments to Plaintiff Mendoza
- 14 about Plaintiff Mendoza's masculinity, body, and appearance;
- 15 j. Making unwanted requests for anal sex to Plaintiff Mendoza and for
- 16 Plaintiff Mendoza to "at least" allow Defendant Flores to perform oral
- 17 sex on him;
- 18 k. Suggestively touching/caressing Plaintiff Mendoza's back, waistline,
- 19 hips, and buttocks;
- 20 l. Making sexually provocative comments or "jokes" to Plaintiff
- 21 Mendoza regarding another worker who Defendant Flores found

1 unattractive, comparing the worker to a pimp and Defendant Flores
2 himself to a prostitute;

3 m. Threatening to reduce Plaintiff Mendoza's wages and prevent future
4 raises unless Plaintiff Mendoza allowed Defendant Flores to perform
5 oral sex on Plaintiff Mendoza; and

6 n. Threatening workers including Plaintiff Mendoza, not to complain
7 about Defendant Flores' harassment, frequently stating "if you don't
8 like it, there's the door".

9 60. Between on or about December 10, 2017 and early to mid-April of 2019,
10 Plaintiff Mendoza witnessed ongoing unwelcome sexual conduct by Defendant
11 Flores directed at other male workers at or near Mensonides Dairy in Mabton,
12 Washington. This unwelcome conduct included but was not limited to:

- 13 a. Winking and blowing kisses in a sexually provocative manner at male
14 workers in a sexually provocative manner, numerous times;
- 15 b. Grabbing at, groping, and fondling the penis of a male worker,
16 numerous times;
- 17 c. Spying on workers as they urinated;
- 18 d. Suggestively touching and caressing male workers in a sexually
19 provocative manner as they clocked in and out, numerous times; and
- 20 e. Suggestively massaging workers' shoulders, necks, and backs in a
21 sexually provocative manner, numerous times.

1 61. In or around March or April 2019, Defendant Mensonides Dairy, through
2 Defendant Flores, subjected Plaintiff Mendoza to retaliation at or near Mensonides
3 Dairy in Mabton, Washington. Based upon information and belief, this retaliation
4 was due to Plaintiff Mendoza's resistance to Defendant Flores' harassment and his
5 refusal to allow Defendant Flores to perform oral sex on him or otherwise engage
6 in an intimate relationship with Defendant Flores. The retaliation included but
7 was not limited to:

- 8 a. Denying or preventing Plaintiff Mendoza from receiving any raises;
- 9 b. Assigning Plaintiff Mendoza to difficult jobs against medical advice;
- 10 and
- 11 c. Denying accommodation of duties for Plaintiff Mendoza's workplace
12 injury, further exacerbating his injury.

13 62. Plaintiff Moreno worked for Defendant Mensonides Dairy from in or around
14 October 2009 through in or around October or November 2018, when he was
15 briefly fired by Defendant Flores before being rehired within a few days by Auke
16 Bruinsma, and continuing to work from the date of his rehire in late 2018 through
17 in or around October 2019.

18 63. Between on or about December 10, 2017 and on or about May 15, 2019,
19 Defendant Mensonides Dairy, through the conduct of Defendant Flores, subjected
20 Plaintiff Moreno to ongoing unwelcome sexual conduct at or near Mensonides
21 Dairy in Mabton, Washington. This unwelcome conduct included but was not

1 limited to:

- 2 a. Touching, caressing, or massaging Plaintiff Moreno's upper body,
3 including back, neck, shoulders, pectorals/chest, and nipples, in a
4 sexually provocative manner, numerous times;
- 5 b. Grabbing and caressing Plaintiff Moreno's hand in a sexually
6 provocative manner;
- 7 c. Fondling and groping, and attempting to fondle and grope, Plaintiff
8 Moreno's legs, upper thighs, and genitals in a sexually provocative
9 manner, numerous times;
- 10 d. Making lewd and obscene comments to Plaintiff Moreno, suggesting
11 that Plaintiff Moreno should have sex with Defendant Flores;
- 12 e. Based upon information and belief, telling other workers that
13 Defendant Flores wanted to be with Plaintiff Moreno, numerous
14 times;
- 15 f. Making obscene gestures and simulating oral sex;
- 16 g. Making unwanted offers of sex to Plaintiff Moreno;
- 17 h. Offering Plaintiff Moreno money or sex with women coworkers to
18 have sex or an intimate a relationship with Defendant Flores;
- 19 i. Offering Plaintiff Moreno money or sex with women coworkers if
20 Plaintiff Moreno would facilitate or convince a certain male worker to
21 have sex with Defendant Flores;

- 1 j. Threatening retaliation against anyone who resisted the sexual
2 harassment, including Plaintiff Moreno, by telling them “the door is
3 wide” and that they were easily replaceable;
- 4 l. Frequently using an unwanted, sexually provocative and flirtatious
5 nickname for Plaintiff Moreno, calling him “Angelito” (little angel),
6 often in a singsong voice, instead of using Plaintiff Moreno’s given
7 name, Genaro;
- 8 m. Based on information and belief, using an unwanted, sexually
9 provocative and flirtatious nickname for Plaintiff Moreno, referring to
10 him as “Angelito” (little angel) in front of other workers, instead of
11 using Plaintiff Moreno’s given name, Genaro, such that other workers
12 believed Plaintiff Moreno’s name was actually “Angelito”;
- 13 n. Based upon information and belief, telling workers that his position
14 and friendship with Krystin Mensonides meant he could promote and
15 benefit workers who submitted to his sexual advances or penalize
16 those who did not in regards to their terms of employment; and
- 17 o. Telling other workers, in the earshot of Plaintiff Moreno, that Plaintiff
18 Moreno would never get a raise because Plaintiff Moreno never let
19 Defendant Flores “touch him”.

20 64. Between on or about December 10, 2017 and on or about May 15, 2019,
21 Plaintiff Moreno never received a pay raise.

1 65. Between on or about December 10, 2017 and on or about May 15, 2019,
2 Plaintiff Moreno complained to supervisor Auke Bruinsma about sexual conduct
3 by Defendant Flores, including when Defendant Flores grabbed Plaintiff Moreno's
4 genitals.

5 66. Between on or about December 10, 2017 and on or about May 15, 2019,
6 Plaintiff Moreno witnessed ongoing unwelcome sexual conduct by Defendant
7 Flores directed at other male workers at or near Mensonides Dairy in Mabton,
8 Washington. This unwelcome conduct by Defendant Flores included but was not
9 limited to:

- 10 a. Firing a worker for introducing a woman/dating prospect to a male
11 worker with whom Defendant Flores had sought to have (or had had)
12 an intimate relationship;
- 13 b. Offering numerous workers wage increases or improved work
14 positions in exchange for sex or to intimate a relationship with
15 Defendant Flores;
- 16 c. Kissing a male subordinate worker at work; and
- 17 d. Telling Plaintiff Moreno that certain workers who had turned down
18 Defendant Flores' advances would therefore never get a raise.

19 67. In or around late fall of 2018, Defendant Mensonides Dairy, subjected
20 Plaintiff Moreno to retaliation, through Defendant Flores, who fired Plaintiff
21 Moreno. Upon information and belief, the termination was due to Plaintiff

1 Moreno's resistance to Defendant Flores' sexual harassment and advances.

2 68. Shortly after discharge by Defendants in or around late fall of 2018,
3 supervisor Auke Bruinsma called Plaintiff Moreno to return to work. Plaintiff
4 Moreno told Mr. Bruinsma that he would only return to employment if Mr.
5 Bruinsma would ensure that Plaintiff Moreno did not have to work or interact with
6 Defendant Flores, who he informed Mr. Bruinsma, was sexually harassing him.
7 After receiving assurances from Mr. Bruinsma that he would no longer work near
8 or interact with Defendant Flores, Plaintiff Moreno returned to work. However, in
9 his position as General Manager, Defendant Flores still had opportunities to and
10 did interact with Plaintiff Moreno, and Defendant Flores used those opportunities
11 to continue the aforementioned sexual harassment.

12 69. On or about May 15, 2019, Plaintiff Moreno suffered constructive discharge
13 by Defendants, as he was forced to find alternative employment in order to escape
14 the sexual harassment by Defendant Flores.

15 70. Plaintiff Ramirez worked for Defendant Mensonides Dairy from in or
16 around 2008 through in or around March or April 2019.

17 71. Between on or about December 10, 2017 and in or around March or April of
18 2019, Defendant Mensonides Dairy, through the conduct of Defendant Flores,
19 subjected Plaintiff Ramirez to ongoing unwelcome sexual conduct at or near
20 Mensonides Dairy in Mabton, Washington. This unwelcome conduct included but
21 was not limited to:

- 1 a. Getting uncomfortably close to Plaintiff Ramirez when interacting at
- 2 work, numerous times;
- 3 b. Engaging in unwanted touching of Plaintiff Ramirez, including
- 4 suggestively touching and caressing Plaintiff Ramirez's shoulders and
- 5 upper back area, numerous times;
- 6 c. Engaging in unwanted flirtation, numerous times;
- 7 d. Based upon information and belief, making unwanted comments and
- 8 insinuating to other workers that he had a relationship with Plaintiff
- 9 Ramirez, including referring to Plaintiff Ramirez's sister as "cuñada"
- 10 (sister-in-law);
- 11 e. Based upon information and belief, insinuating in conversation to
- 12 workers that those who had intimate relationships with Defendant
- 13 Flores would be protected and receive benefits;
- 14 f. Based upon information and belief, asking other male workers to
- 15 facilitate an intimate relationship between Plaintiff Ramirez and
- 16 Defendant Flores by offering them money or benefits, including
- 17 sexual favors, numerous times;
- 18 g. Threatening Plaintiff Ramirez and other workers resistant to
- 19 Defendant Flores' sexual harassment with termination, saying "if you
- 20 don't like it, the door is wide";
- 21 h. Making sexually provocative and flirtatious comments to Plaintiff

1 Ramirez about his body and physical appearance; and

- 2 i. Based upon information and belief, making sexually provocative and
3 flirtatious comments about Plaintiff Ramirez's body and physical
4 appearance to other workers.

5 72. Between on or about December 10, 2017 and in or around March or April of
6 2019, Plaintiff Ramirez witnessed ongoing unwelcome sexual conduct directed at
7 other male workers by Defendant Flores at or near Mensonides Dairy in Mabton,
8 Washington. This unwelcome conduct by Defendant Flores included but was not
9 limited to:

- 10 a. Engaging in unwanted touching of other male workers, including
11 suggestively touching and caressing their backs, necks, shoulders, and
12 pectorals/chest, and suggestively massaging their shoulders and neck,
13 numerous times;
- 14 b. Making obscene gestures and simulating oral sex; and
- 15 c. Calling other male workers by unwelcome and sexually suggestive
16 nicknames or sexually charged terms of endearment, including
17 "guapo" (handsome), "Angelito" (little angel), and "mijo"
18 (sweetie/hun).

19 73. The offensive and unwelcome sexual conduct of Defendants that Plaintiffs
20 experienced created a hostile work environment and adversely affected the terms
21 and conditions of employment for each Plaintiff.

1 74. Defendant Mensonides Dairy knew or should have known of the harassing
2 conduct of Defendant Flores.

3 75. Defendant Mensonides Dairy had ineffective policies or procedures for
4 reporting and addressing sexual harassment and discrimination perpetrated by a
5 management employee, such as Defendant Flores.

6 76. Defendant Mensonides Dairy failed to take prompt and adequate corrective
7 action to prevent or remedy the hostile work environment caused by offensive and
8 unwelcome sexual conduct of Defendant Flores.

9 77. Based upon information and belief, Defendant Mensonides Dairy demoted
10 Defendant Flores from General Manager and removed Defendant Flores'
11 responsibility to handle administrative and human resources matters, only after
12 Plaintiffs submitted their Charges of Discrimination with the EEOC. Based upon
13 information and belief, Defendant Mensonides Dairy continues to employ
14 Defendant Flores in a position with some supervisory authority.

15 78. Defendant Flores' actions were intentional, willful, and taken in reckless
16 disregard for the rights of others, and included engaging in unwanted sexual
17 touching, groping, sexual battery, sexual assault, extortionate demands for sexual
18 favors or intimate relationships, quid pro quo sexual harassment, offers of money
19 or other benefits in exchange for sex or an intimate relationship, and threats of
20 retaliation against those who refused, resisted, or complained about his sexual
21 harassment.

1 79. The failure of Defendant Mensonides Dairy's management employee Auke
2 Bruinsma to investigate or take adequate corrective action for sexual harassment by
3 Defendant Flores as reported by Plaintiff Moreno, was intentional, willful, and
4 taken in reckless disregard for the rights of others.

5 80. Defendant Mensonides Dairy's failure to investigate or take corrective action
6 for reported sexual harassment by Defendant Flores was intentional, willful, and
7 taken in reckless disregard for the rights of others.

8 81. Plaintiffs suffered damages, including monetary and psychological damages,
9 as a result of Defendants' actions or omissions.

10 **VI. STATEMENT OF CLAIMS**

11 **A. Sexual Harassment in Violation of Title VII**

12 82. Plaintiffs reallege and incorporate by reference all allegations set forth in
13 preceding paragraphs as if set forth herein.

14 83. In or around month of year through month of year, Defendants discriminated
15 against Plaintiffs in violation of section 703(a) of Title VII, 42 U.S.C. § 2000e-
16 2(a), by subjecting each Plaintiff to a hostile work environment based on their sex,
17 including by subjecting Plaintiffs to the acts of harassment, assault and sexual
18 violence identified above.

19 84. The effect of Defendants' practices complained of above has been to deprive
20 Plaintiffs of equal employment opportunities.

21 85. The unlawful employment practices complained of in paragraphs 37-80 were

1 intentional.

2 86. The unlawful employment practices complained of in paragraphs 37-80 were
3 done with malice or with reckless indifference to the federally protected rights of
4 Plaintiffs.

5 **B. Retaliation in Violation of Title VII**

6 87. Plaintiffs reallege and incorporate by reference all allegations set forth in
7 preceding paragraphs as if set forth herein.

8 88. Plaintiffs engaged in conduct protected by Title VII when they opposed
9 unlawful and discriminatory employment practices by rejecting Defendant Flores'
10 sexual advances and complained to Defendant Mensonides Dairy's management
11 employees about workplace sexual harassment.

12 89. From at least December 2017 to February 2020, Defendants violated section
13 704(a) of Title VII, 42 U.S.C. § 2000e-3(a), by retaliating against Plaintiffs for
14 opposing unlawful and discriminatory employment practices, including but not
15 limited to as set forth above.

16 90. The unlawful and discriminatory employment practices complained of above
17 were intentional.

18 91. The unlawful and discriminatory employment practices complained of above
19 were done with malice or with reckless indifference to the federally protected
20 rights of Plaintiffs.

21 92. With regards to Plaintiff Herrera, these unlawful employment practices

1 complained of in paragraph 53 above are ongoing.

2 **C. Constructive Discharge in Violation of Title VII**

3 93. Plaintiffs reallege and incorporate by reference all allegations set forth in
4 preceding paragraphs as if set forth herein.

5 94. Defendants discriminated against and constructively discharged Plaintiffs
6 Ceja, Gallegos and Moreno in violation of section 703(a) of Title VII, 42 U.S.C. §
7 2000e-2(a), by subjecting them to conditions so intolerable, based on unwanted
8 sexual touching and harassment and retaliation for complaining about or protesting
9 that conduct such that they were compelled to quit their job.

10 95. The effect of Defendants' practices complained of above has been to deprive
11 Plaintiffs of equal employment opportunities.

12 96. The unlawful and discriminatory employment practices complained of above
13 were intentional.

14 97. The unlawful and discriminatory employment practices complained of in
15 above were done with malice or with reckless indifference to the federally
16 protected rights of Plaintiffs.

17 **D. Sexual Harassment in Violation of the WLAD**

18 98. Plaintiffs reallege and incorporate by reference all allegations set forth in
19 preceding paragraphs as if set forth herein.

20 99. In or around month of year through month of year, Defendants discriminated
21 against Plaintiffs in violation of WLAD, RCW 49.60.030 and 49.60.180, by

1 subjecting each Plaintiff to a hostile work environment based on their sex.

2 100. As members of the male sex, Plaintiffs are members of a class protected
3 from discrimination and sexual harassment under the WLAD.

4 101. The effect of Defendants' practices complained of above has been to deprive
5 Plaintiffs of equal employment opportunities based on sex.

6 102. The unlawful employment practices complained of above were intentional.

7 103. The unlawful employment practices complained of above were done with
8 malice or with reckless indifference to the protected rights of Plaintiffs.

9 104. With regards to Plaintiff Herrera, the unlawful employment practice of
10 retaliation has been ongoing.

11 **E. Retaliation in Violation of the WLAD**

12 105. Plaintiffs reallege and incorporate by reference all allegations set forth in
13 preceding paragraphs as if set forth herein.

14 106. Plaintiffs engaged in conduct protected by WLAD when they opposed or
15 protested unlawful and discriminatory employment practices by rejecting
16 Defendant Flores' sexual advances and complained to Defendant Mensonides
17 Dairy's management employees about workplace sexual harassment.

18 107. From at least month year to month year, Defendants violated WLAD, RCW
19 49.60.210, by retaliating against Plaintiffs for opposing or protesting unlawful and
20 discriminatory employment practices, including but not limited to as set forth
21 above.

1 108. The unlawful and discriminatory employment practices complained of above
2 were intentional.

3 109. The unlawful and discriminatory employment practices complained of above
4 were done with malice or with reckless indifference to the protected rights of
5 Plaintiffs.

6 110. With regards to Plaintiff Herrera, the unlawful employment practice of
7 retaliation complained of above are ongoing.

8 **F. Constructive Discharge in Violation of the WLAD**

9 111. Plaintiffs reallege and incorporate by reference all allegations set forth in
10 preceding paragraphs as if set forth herein.

11 112. Defendants discriminated against and constructively discharged Plaintiffs
12 Ceja, Gallegos and Moreno in violation of WLAD, RCW 49.60.030 and 49.60.180,
13 by subjecting them to conditions so intolerable based on unwanted sexual touching
14 and harassment and retaliation for complaining about that conduct such that they
15 were compelled to quit their job.

16 114. The effect of Defendants' practices complained of above has been to deprive
17 Plaintiffs of equal employment opportunities.

18 115. The unlawful and discriminatory employment practices complained of above
19 were intentional.

20 116. The unlawful and discriminatory employment practices complained of above
21 were done with malice or with reckless indifference to the protected rights of

1 Plaintiffs.

2 **VII. REQUEST FOR RELIEF**

3 117. Plaintiffs respectfully ask this Court to grant them the following relief:

4 a. Award Plaintiffs all damages to which they are entitled, including but
5 not limited to: all special, general, compensatory, punitive, or other damages
6 pursuant to Title VII, 42 U.S.C. §§ 2000e *et seq.*, the WLAD, RCW 49.60,
7 section 102 of the Civil Rights Act of 1991, 42 U.S.C. § 1981a, and as
8 otherwise authorized by law in amounts to be determined at trial;

9 b. Award Plaintiffs compensation for past and future nonpecuniary
10 losses resulting from violations of Title VII, 42 U.S.C. §§ 2000e *et seq.*, the
11 WLAD, RCW 49.60, and otherwise as authorized by law, including but not
12 limited to compensation for mental anguish and emotional and physical distress
13 in amounts to be determined at trial;

14 c. Order Defendants to pay each individual Plaintiff punitive damages
15 for Defendants' intentional and/or malicious and/or reckless conduct in amounts
16 to be determined at trial;

17 d. Award Plaintiffs costs of this suit and attorneys' fees and costs
18 pursuant to section 706(h) of Title VII, 42 U.S.C. § 2000e-5(k), the WLAD,
19 RCW 49.60.030, and as otherwise authorized by law in amounts to be
20 determined at trial;

21 e. Award Plaintiffs damages for adverse tax consequences for tangible

1 economic losses as a result of Defendants' violation of Title VII, 42 U.S.C. §§
2 2000e *et seq.*, and the WLAD, RCW 49.60, pursuant to *Chuong Van Pham v.*
3 *Seattle City Light*, 159 Wn.2d 527, 535, 151 P.3d 976, 980 (2007), in amounts
4 to be determined at trial;

5 f. Award Plaintiffs prejudgment interest on all liquidated sums;

6 g. Award Plaintiffs any other equitable relief as the Court may deem
7 appropriate for the unlawful employment practices complained of herein;

8 h. and Plaintiff Herrera respectfully asks this Court to grant him the
9 following additional relief:

10 1. a permanent injunction enjoining Defendants, their officers, successors,
11 agents, assigns, and all persons in active concert or participation with it,
12 from engaging in any employment practices which discriminate on the
13 basis of sex and/or are in retaliation for the protected activities of
14 employees pursuant to section 706(g) of Title VII, 42 U.S.C. § 2000e-
15 5(g); and

16 2. Order Defendants to institute and carry out policies, practices, and
17 programs which provide equal employment opportunities for all
18 employees, and which eradicate the effects of its past and present
19 unlawful employment practices.

20 ///

21 ///

1 **VIII. JURY DEMAND**

2 Plaintiffs request a jury trial on all questions of fact raised by this Complaint.

3
4 Dated this 22nd day of May, 2020.

5
6 By: _____

7 Charlotte Mikat-Stevens

8 MARTINEZ AGUILASOCHO & LYNCH

9 *Counsel for Plaintiffs*